

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Crowell & Moring International, LLC	2. Registration No. 3988
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3. Name of Foreign Principal Bureau of Foreign Trade, Ministry of Economic Affairs, Government of the Republic of China (BOFT)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will advise and consult with the foreign principal on trade and economic developments in the United States, including the development and implementation of plans for the comprehensive conduct of trade relations with the Government of the United States. There will be an initial focus on the formulation of comprehensive trade relations with the United States, which will hopefully culminate in the establishment of a reciprocal free trade agreement between Taiwan and the United States.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide comprehensive trade and economic consulting services to the Bureau of Foreign Trade, Ministry of Economic Affairs of the Republic of China. This will include trade policy and analytical studies, negotiating strategies, lobbying, and assisting BOFT with developing and maintaining a website to educate the public about US-Taiwan relations. Activities may also include the preparation and dissemination of letters, memoranda, lectures and speeches to public officials, legislators and government agencies.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant will engage in legislative activities directed toward members of Congress and committee staff; meetings with government agencies and government officials will be scheduled; and letters, memoranda, lectures and speeches may be prepared and disseminated in registrant's efforts to establish plans for the comprehensive conduct of trade relations between Taiwan and the United States.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
June 30, 2016	James B. Smith, President	/s/ James B. Smith
		eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

C & M INTERNATIONAL LTD.

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CONSULTING AGREEMENT

This document shall serve as an agreement (the "Agreement") between the Bureau of Foreign Trade ("BOFT"), Ministry of Economic Affairs of the Republic of China, and Crowell and Moring International L.P., doing business as "C&M International Ltd.", a Delaware limited partnership (hereinafter referred to, individually as "BOFT" and "C&M International" consulting firm respectively, or collectively as "Parties"), regarding the engagement by which C&M International will provide BOFT with consulting and advisory services as set forth in this Agreement.

1. Retention. C&M International's client under the Agreement will be BOFT, for which the Economic Division of the Taipei Economic and Cultural Representative Office ("TECRO") may act in Washington, D.C., U.S.A.

2. Services. C&M International shall provide the following professional services:

a. Advising and consulting with BOFT on trade and economic developments affecting BOFT in multilateral organizations, including the World Trade Organization (WTO), the Asia Pacific Economic Cooperation forum (APEC) and the Organization for Economic Cooperation and Development (OECD);

b. Providing analysis on the ongoing negotiations of the Trans Pacific Partnership (TPP), how it affects Taiwan, and strategies of how Taiwan can participate; also providing background

information and analysis on other ongoing trade negotiations at the multilateral, regional and bilateral levels as requested;

c. Providing background information on ongoing trade negotiations at the multilateral, regional and bilateral levels, and providing analysis on policy options and outcomes;

d. Providing advice and analysis regarding negotiating options and strategies, including with the United States, as BOFT develops future strategies for negotiating bilateral and regional free trade, investment and other related agreements;

e. Assisting BOFT with any trade matters involving the United States, including the development and implementation of ongoing and future agreements being discussed under the U.S.-Taiwan Trade and Investment Framework Agreement (TIFA);

f. Analyzing important developments affecting U.S. trade policy toward Asia and elsewhere;

g. Assisting BOFT in maintaining and updating the "U.S.-Taiwan Connect" website;

h. Providing relevant reports on emerging policy issues and their further developments in international trade, including U.S. trade policy;

i. Providing BOFT with written reports on a periodic basis, describing C&M International's work under the Agreement.

3. Fees and Expenses.

a. BOFT shall pay C&M International a fee at the annual rate of four hundred twenty-three thousand, seven hundred and twenty-eight U.S. dollars (US\$423,728). C&M International will submit the invoices to BOFT each quarter for processing, after which BOFT

will review the invoices and promptly pay C&M International the fee due. The fee due for each of these payments will be One hundred five thousand, nine hundred and thirty-two U.S. dollars (US\$105,932). For the fourth quarters of 2016 and 2017, C&M International will submit the invoices to BOFT for processing by November 30, 2016 and 2017, respectively, which then BOFT shall pay C&M International the fee due. If C&M International incurs expenses on behalf of BOFT in December of 2016 or 2017, C&M International shall submit the original receipts for such expenses to BOFT by January 15 of the following year. After BOFT reviews the expenses, BOFT will reimburse C&M International for them.

b. BOFT shall reimburse C&M International for expenses incurred on behalf of BOFT (including, but not limited to: Domestic travel, telephone, fax, postage, word processing, photocopying, and administrative overtime) upon receipt of C&M International's invoices for such expenses. Any overseas travel between the U.S. and the ROC and any single item of out-of-pocket expense in excess of \$1,000.00 will not be undertaken unless they are specifically approved in advance by BOFT or TECRO. Normal reimbursable expenses will not exceed twenty-seven thousand, seven hundred and seventy-five U.S. dollars (US\$27,775) per year.

4. Term. The term of this Agreement shall be from January 1, 2016 through December 31, 2017. Either party may terminate this Agreement upon ninety (90) days' prior written notice to the other, provided that BOFT shall pay the fees and expenses of C&M International through the date of termination.

5. Relationship.

a. The parties have entered this Agreement as independent contractors, and no principal-agent or other relationship is created hereby. Each party is authorized to disclose this

Agreement as such party may deem necessary or appropriate to comply with applicable laws, rules or government orders.

b. C&M International hereby agrees for itself, and on behalf of its officers, directors, employees, and agents, that it will use its best efforts to maintain the confidentiality of all non-public information regarding BOFT in connection with the performance of services to be provided by the firm hereunder specified; however, that C&M International may disclose information as required by law or by judicial, administrative or Congressional process so long as C&M International shall provide BOFT reasonable advance notice of disclosure pursuant to such process.

c. During the term of this Agreement, C&M International will not enter the employ of or contract with the government of the 'People's Republic of China' or any entity of the government of the 'People's Republic of China.' Furthermore, C&M International and BOFT recognize the need to avoid conflict between C&M International's activities on behalf of its other clients and the interest of BOFT (including BOFT's interest in not having C&M International enter the employ of or contract with people or entities which, although not the government of the 'People's Republic of China' or an entity of the 'People's Republic of China', are controlled by the government of or an entity of the 'People's Republic of China'), as well as a conflict between C&M International's activities on behalf of BOFT and the interests of C&M International's other clients. C&M International and BOFT each agrees to identify any such potential conflict at the earliest possible opportunity and to bring the matter to the attention of the other party.

6. Legal Advice. C&M International is not engaged in the practice of law, and will not provide legal advice or services to BOFT. BOFT may retain, or direct C&M International to retain, any lawyers that BOFT chooses. Unless BOFT instructs C&M International otherwise,

from time to time C&M International may, at its discretion, obtain legal services on behalf of BOFT from the Crowell & Moring LLP law firm. C&M International will be responsible for the cost of these legal services unless BOFT expressly agrees to pay such costs.

7. Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with, and governed by, the laws of the District of Columbia and the United States of America, without giving effect to conflict of laws principles.

8. Counterparts. The Agreement is executed in counterparts in both English and Chinese languages, each of which is deemed to be an original and equally binding.

CROWELL & MORING INTERNATIONAL
L.P.

Crowell & Moring International Ltd.
Its General Partner

Bureau of Foreign Trade, Ministry of
Economic Affairs (MOEA), Government of
the Republic of China

By: 

James B. Smith

President

C&M International Ltd.

Date: 16 Dec 2015

By: 

Jen-Ni Yang,

Director General

Bureau of Foreign Trade, MOEA

Date: 31 Dec 2015

ANNEX

2016-2017 Focus of Work¹

1. Apart from the listed "multilateral organizations" in Section 2 (a), i.e. WTO, APEC, and OECD; "multilateral organizations" will also include organizations that Taiwan is seeking to join in recent years, including the Chemical Weapons Convention (CWC) and the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies (WA). C&M International will also provide policy advice regarding strategies and talking points to assist Taiwan's participation in multilateral export control regimes.
2. Given that participation in the TPP is one of the priority trade policies of Taiwan, Section 2 (b) lists "Providing analysis on the ongoing negotiations of the Trans Pacific Partnership (TPP), how it affects Taiwan, and strategies of how Taiwan can participate," said strategies are to include assisting in lobbying efforts, including but not limited to selecting lobbying targets and coordinating meetings.
3. Section 2 (c) "multilateral, regional and bilateral levels" negotiations include but are not limited to TPP, Regional Comprehensive Economic Partnership (RCEP), Trade in Services Agreement (TISA) the Information Technology Agreement-2 (ITA-2), the Environmental Goods Agreement (EGA), and the Transatlantic Trade and Investment Partnership (TTIP). The policy analysis and outcomes also include strategizing Taiwan's participation in multilateral and regional trade agreements (including TPP and RCEP)

¹ The Appendix is an addendum to the Services in Section 2. With the fast changing pace of international trade, the appendix can be adjusted on an annual basis so that the services may fulfill its full potential. The changes must be signed and approved by both sides before coming into effect.

and providing talking points as tools for Taiwan's participation advocacy efforts, as well as supporting the booklet "Taiwan Industries Create and Support U.S. Jobs" which will be used to strengthen the outreach efforts in the United States.

4. Section 2 (e) "Assisting BOFT with any trade matters involving the United States" includes advising Taiwan on available and feasible strategic options for establishing a normalized, institutionalized industry dialogue between the United States and Taiwan (a U.S.-Taiwan Business Forum). It also includes facilitating efforts to strengthen relations with senior leaders of the U.S. private sector.
5. Section 2 (f) "U.S. trade policy toward Asia" includes but is not limited to analyzing the U.S.-People's Republic of China's bilateral relationship and United States' strategies with other countries of commercial or strategic interest to Taiwan.
6. Section 2 (g) "maintaining and updating the "U.S.-Taiwan Connect" website" should include providing strategies to improve the readership of the website.
7. Section 2 (h) "emerging policy issues" will include but not be limited to the latest developments on intellectual property rights, green trade, cybersecurity and e-commerce issues.
8. Section 2 (i) "Providing BOFT with written reports on a periodic basis" indicates that reports will be provided on a quarterly basis, with reports provided to BOFT within a month after the quarter ends.
9. Due to U.S. policies on revitalizing manufacturing in the United States, Taiwan hopes to engage this opportunity and encourage more bilateral investment, and including further discussions of bilateral investment under the Investment Working Group formed under

the TIFA. C&M International will also assist in organizing periodic meetings of private sector parties interested in enhancing U.S.-Taiwan investment relations.